

Ten Micron Removal Guarantee

Subject to the restrictions indicated below, Wateropolis warrants that Ceraflow filter media(s) (Ceraflow-50 & Ceraflow-70) will remove 100% (3.0 log) of all insoluble particles 10 microns or larger from water when Ceraflow is incorporated into an approved filter system.

This warranty is in effect for no less than 3 years.

This warranty is subject to the stipulation that the media is operated within the guidelines of use as directed by Wateropolis Corp. Also, the media depth must be at least 30" of depth and be operated within a filter system that meets Wateropolis specifications.

Further, this warranty is revoked upon:

Improper design of the treatment system, improper operations of the treatment system, improper maintenance of the filter system and/or the Ceraflow media. Wateropolis is not libel for performance issues relating to system failures of any kind. Wateropolis does not guarantee performance as it relates to post filter precipitation of particles related to solubility, changes in pH, colloid agglomeration or any other phenomenon that results in particle formation after the filter media.

Wateropolis must be contacted by the Buyer in writing ("notice") if it appears that the Ceraflow is not meeting effluent specifications. Buyer will provide Wateropolis with at least sixty (60) days from the date of notice to allow Wateropolis to correct the problem. Similarly, Wateropolis will have the same period of time, from the date of its knowledge of the test results, to supply replacement material or refund the original purchase value of the filter media.

Should Wateropolis fail to meet this warranty, its sole obligation (and Buyer's sole remedy) under this section is for Wateropolis to refund the sale value of the media to the purchaser.

If it is determined that Wateropolis or its filter media is not responsible for the failure to meet the particle removal as indicated above, the Buyer will pay Wateropolis for its reasonable costs incurred in investigating and solving the problem.

No Other Warranties

THERE EXISTS NO OTHER EXPRESSED WARRANTY BEYOND THOSE LISTED ABOVE. ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY AND ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES OTHER THAN THOSE CONTAINED HEREIN. IN NO EVENT SHALL WATEROPOLIS BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF THIS SYSTEM, EXCEPT AS SPECIFIED OR REFERENCED IN THIS SECTION.